

Message Text

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ACTION DOE-15

INFO OCT-01 ARA-14 ISO-00 EB-08 SOE-02 CCO-00 PASO-00
/040 W

-----064780 102318Z /65

R 102223Z MAY 78
FM AMEMBASSY LIMA
TO SECSTATE WASHDC 9955

UNCLAS SECTION 1 OF 2 LIMA 4043

TO: ARGONNE NATIONAL LABORATORY
C/O CHARLES KLOTZ - TEL. 972-6385
910-258-3285 WUXLD
9700 S. CASS AVENUE
ARGONNE, IL 604039

E.O. 11652: N/A
TAGS: ENRG
SUBJ: TERMS OF LEASE CONTRACT ON DOE OFFICE

1. THE FOLLOWING IS AN ENGLISH TRANSLATION OF A LEASE AGREEMENT FOR TEMPORARY OFFICE SPACE FOR A DOE ENERGY ASSESSMENT PROJECT. THE LESSEE WILL BE ARGONNE NATIONAL LABORATORY (ANL). ANL PROCUREMENT REGULATIONS REQUIRE IN-HOUSE REVIEW AND APPROVAL OF SUCH DOCUMENTS. LEGAL ADDRESS MUST BE IN LIMA BECAUSE DOCUMENT IS TO BE EFFECTED IN PERU. THEREFORE, SPANISH VERSION OF CONTRACT MUST BE SIGNED. CONTRACT IS AS FOLLOWS:

2. QUOTE: LEASE CONTRACT. THIS PRIVATE DOCUMENT WITNESSETH THE LEASE CONTRACT EXECUTED BETWEEN MARITIMA PERUANA S.A., LIBRETA TRIBUTARIA NO. 9917756, OF A. FERNANDEZ CONCHA NO. 270, MIRAFLORES, DULY REPRESENTED BY ITS MANAGING DIRECTOR, MR. CESAR MADUENO CH., HEREINAFTER CALLED THE LESSOR, AND ARGONNE NATIONAL LABORATORY, DULY REPRESENTED BY MR. ----, WITH LEGAL ADDRESS ON AV. INCA GARCILASO DE LA VEGA NO. 1400, LIMA, CHANCERY OF THE UNITED STATES AMERICAN EMBASSY IN PERU, HEREINAFTER CALLED THE LESSEE, ON
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THE FOLLOWING TERMS AND CONDITIONS:

1. THE LESSOR IS THE OWNER OF OFFICE #220, EDIFICIO CENTRO LIDER, LOCATED AT BAJADA BALTA #131, MIRAFLORES, LIMA.
2. THE PREMISES REFERRED TO ABOVE CONSIST OF TWO ROOMS AND TWO BATHS.

3. THE LESSEE HAS ASKED THE LESSOR TO LEASE THE PREMISES MENTIONED IN THE AFOREGOING PARAGRAPHS WITH THE EQUIPMENT ALREADY INSTALLED THEREIN.

4. THE LESSOR HEREBY LEASES TO THE LESSEE THE OFFICE MENTIONED IN THE AFOREGOING CLAUSES.

5. THE DURATION OF THIS LEASE WILL BE THREE COMPULSORY MONTHS FOR BOTH PARTIES. HOWEVER, THE LESSEE SHALL HAVE THE OPTION TO RENEW THIS CONTRACT FOR ADDITIONAL THREE-MONTH PERIOD BY SIMPLY NOTIFYING THE LESSOR IN WRITING (IT MAY BE OR NOT A NOTARIAL LETTER) FIVE DAYS PRIOR TO THE EXPIRATION OF THE FIRST THREE MONTHS. AFTER THE SEVENTH MONTH, THE CONTRACT WILL BE AUTOMATICALLY RENEWED EACH TIME FOR AN ADDITIONAL THREE-MONTH PERIOD BY SIMPLY NOTIFYING THE LESSOR IN WRITING, WITHOUT NEED OF SIGNING A NEW CONTRACT OR INSERTING ADDITIONAL CLAUSES. IT IS HEREBY AGREED, HOWEVER, THAT THE COMBINED RENEWALS MAY NOT EXCEED A PERIOD OF ONE YEAR, COMPUTED FROM THE DATE OF EXECUTION OF THIS CONTRACT.

6. THE RENT AGREED BY THE PARTIES FOR THE ABOVEMENTIONED OFFICE IS FORTY THOUSAND SOLES PER MONTHS, PAYABLE MONTHLY IN ADVANCE, WITHOUT NEED OF SERVING NOTIFICATION OR REQUIREMENT. DEFAULT OF TWO MONTHS AND A HALF IN PAYMENT OF THE RENT WILL BE CAUSE FOR TERMINATION OF THIS LEASE AND EVICTION OF THE LESSEE, WITHOUT PREJUDICE TO ANY COMPENSATION THAT MAY BE CLAIMED BY THE LESSOR.

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7. IF THE LESSEE, UPON EXPIRATION OF THIS CONTRACT, FAILS TO RETURN THE OFFICE MATTER OF THIS LEASE TO THE LESSOR, HE WILL PAY A RENT OF FIFTY-TWO THOUSAND SOLES PER MONTH THEREAFTER, WHICH WILL BE INCREASED IN THIRTY PERCENT ANNUALLY, UNTIL THE PREMISES ARE FULLY VACATED AND RETURNED TO THE LESSOR, WITHOUT PREJUDICE TO ANY LEGAL ACTION THAT MAY BE TAKEN BY THE LESSOR TO VACATE THE PREMISES DUE TO THE EXPIRATION OF THE CONTRACTUAL TERM.

8. IT IS STRICTLY FORBIDDEN TO CARRY OUT IMPROVEMENTS OR MODIFICATIONS IN THE PREMISES, EXCEPT FOR THOSE THAT DO NOT AFFECT THE INTERNAL PLAN, APPEARANCE, OR STRUCTURE OF THE PREMISES, AND ARE PREVIOUSLY AUTHORIZED IN WRITING BY THE LESSOR. VIOLATION OF THIS CLAUSE IS A SPECIFIC CAUSE FOR TERMINATION OF THIS CONTRACT AND WILL ENTITLE THE LESSOR TO TAKE ACTION TO PREVENT THE EXECUTION OF THE WORK, AND/OR COMPENSATE FOR THE DAMAGES CAUSED BY THE INITIATION OR PROGRESS OF THE WORK. IT IS UNDERSTOOD THAT NO IMPROVEMENT MADE BY THE LESSEE WILL ENTITLE HIM TO COMPENSATION BY THE LESSOR. ANY IMPROVEMENTS WILL REMAIN IN BEHALF OF THE LESSOR IN EXPIRATION OF THIS CONTRACT, AND MAY NOT BE REMOVED WHILE IT IS IN EFFECT, EXCEPT FOR THOSE THAT MAY BE REMOVED WITHOUT DAMAGING THE PREMISES. FOR THE PURPOSE OF THIS CLAUSE, IM-

PROVEMENTS ARE ANY WORKS OR REPAIRS WHICH, IF REMOVED, AFFECT THE PREMISES, EVEN IF THEY DO NOT AFFECT THE STRUCTURE, SAFETY, OR INTERIOR PLAN OF THE PREMISES, BUT DO DETRACT FROM ITS APPEARANCE, IN ACCORDANCE WITH THE CATEGORY OF THE BUILDING. THE LESSEE MAY NOT INSTALL PLATES OR SIGNS IN THE FACADE OF THE BUILDING WITHOUT WRITTEN AUTHORIZATION FROM THE LESSOR.

9. THE LESSEE MAY NOT USE THE PREMISES FOR OTHER THAN OFFICE

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PURPOSES, OBSERVING THE INTERNAL REGULATIONS OF THE BUILDING, WHICH WILL BE PROVIDED IN DUE COURSE.

10. THE LESSEE UNDERTAKES TO MAINTAIN THE PREMISES IN THE SAME PERFECT CONDITIONS OF SAFETY, CLEANLINESS, AND CONSERVATION THEY WERE RECEIVED, AND TO PROTECT THEM FROM DETERIORATION.

11. THE LESSEE UNDERTAKES TO CARRY OUT ALL NECESSARY REPAIRS ON LOCKS, PLUMBING, WINDOWS, GLASSES, AND OTHER FIXTURES THAT MAY BE DAMAGED, INCLUDING ALL REPAIRS AND REPLACEMENTS, WITH THE SAME ORIGINAL MATERIALS.

12. THE LESSEE SHALL BEAR THE COST OF JOINT MAINTENANCE OF THE BUILDING, IN ACCORDANCE WITH THE INTERNAL REGULATION OF THE BUILDING INDICATED IN CLAUSE 9, AS WELL AS THE EXTRAORDINARY QUOTAS, AND INCREASES OF THE ORDINARY QUOTAS PROVIDED BY THE OWNERS' ASSOCIATION.

13. THE LESSEE SHALL PAY THE MUNICIPAL TAXES AND ELECTRICITY BILLS, AS WELL AS ANY REPAIRS OF PLUMBING OR FIXTURES NOT DUE TO CONSTRUCTION DEFECTS OR NEGLECT OF OTHER APARTMENTS. THE LESSOR SHALL PAY THE PROPERTY TAX AND ANY OTHER EXISTING OR FUTURE

TAX ENCUMBERING THE PROPERTY DIRECTLY.

14. THIS CONTRACT SHALL BE TERMINATED AUTOMATICALLY BY THE LESSOR IF THE LESSEE ASSIGNS, TRANSFERS, OR GIVES POSSESSION OF THE PRE-UNCLASSIFIED

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MISES, IN ANY WAY, TO THIRD PARTIES.

15. THE LESSOR HOLDS THE RIGHT TO INSPECT THE PREMISES, AND THE LESSEE UNDERTAKES TO FACILITATE THIS INSPECTION.

16. IN CASE THE LESSEE SHOULD DESIRE TO RENT THE PREMISES FOR A PERIOD IN EXCESS OF ONE YEAR, COMPUTED FROM THE DATE OF THIS DOCUMENT, HE SHALL NOTIFY THE LESSOR OF HIS INTENTION AT THE LATEST OF THE ELEVENTH MONTH OF THEIR LEASE, IN ORDER TO DRAW UP A NEW CONTRACT.

17. THE PARTIES STATE THAT THE FOLLOWING EQUIPMENT IS INSTALLED IN THE PREMISES: 8 LIGHT FIXTURES INSTALLED IN THE CEILING, WITH 3 FLUORESCENT LAMPS EACH. TELEPHONE NO. 456100, WITH ALL PAYMENTS UP TO DATE.

18. THE ITEMS MENTIONED IN THE AFOREGOING CLAUSE ARE HANDED TO THE LESSEE AND MAY NOT BE TRANSFERRED NOR MOVED TO ANOTHER PLACE.

19. THE LESSOR UNDERTAKES TO PAY REGULARLY ALL TELEPHONE BILLS, SO AS TO AVOID THE SUSPENSION OF THIS SERVICE BY THE PERUVIAN TELEPHONE COMPANY. IF THIS SHOULD HAPPEN, THE LESSOR MAY TAKE THE APPROPRIATE LEGAL ACTION TO CLAIM COMPENSATION.

20. IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTIES THAT THE OFFICE MAY NOT BE RENTED WITHOUT THE ITEMS MENTIONED IN THE AFOREGOING CLAUSES, NOR THESE ITEMS RENTED SEPARATE FROM THE OFFICE.

21. AT THE TIME OF SIGNING THIS CONTRACT, THE LESSOR HAS RECEIVED FROM THE LESSEE TO HIS FULL SATISFACTION THE SUM OF 120,000 SOLES, WHICH CORRESPOND TO THE RENT FOR THE FIRST THREE MONTHS OF THIS LEASE. LIKEWISE, THE LESSEE WILL PAY TO THE LESSOR TWENTY THOUSAND SOLES, OR 15 DAYS' RENT, AS SAFETY DEPOSIT. THIS SUM WILL UNCLASSIFIED

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NOT ACCRUE INTEREST AND WILL BE RETURNED TO THE LESSEE WHEN THIS LEASE EXPIRES PROVIDED THE LESSEE DOES NOT HAVE RENTALS OR ANY OTHER LIABILITIES PENDING. IT IS UNDERSTOOD THAT THIS DEPOSIT WILL REMAIN UNTOUCHED DURING THE TERM OF THIS LEASE, SO THE LESSEE MAY NOT ASK THAT IT BE APPLIED TO COVER WHOLLY OR IN PART

RENT THAT IS DUE.

22. THE PARTIES STATE THAT THEIR RESPECTIVE ADDRESSES ARE THOSE MENTIONED FIRST IN THIS CONTRACT, WHERE TO ALL NOTIFICATIONS, LETTERS, AND OTHER RELEVANT COMMUNICATIONS WILL BE DELIVERED, AS LONG AS NO CHANGE IS MADE. ANY NEW ADDRESS WILL BE DULY REPORTED BY NOTARIAL LETTER, AND MAY NOT BE AWAY FROM THE CITY OF LIMA.

23. THE PARTIES SUBMIT EXPRESSLY TO THE JURISDICTION OF THE COURTS OF LIMA FOR ALL THAT REFERS TO THIS CONTRACT, WAIVERING THEIR HOME JURISDICTION.

IN SIGN OF AGREEMENT WITH THE ABOVE CLAUSES, THE LESSOR AND THE LESSEE SIGN THIS CONTRACT, IN LIMA, IN DUPLICATE COPIES, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, ON THE (BLANK) DAY OF THE MONTH OF (BLANK) OF THE YEAR (BLANK).

(BLANK)	((BLANK))
THE LESSOR	THE LESSEE

END QUOTE

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NOTE BY OC/T: PASSED ARGONNE NATIONAL LABORATORY.

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Message Attributes

Automatic Decaptioning: X
Capture Date: 01 jan 1994
Channel Indicators: n/a
Current Classification: UNCLASSIFIED
Concepts: CONTRACTS, SHORT TERM LEASES
Control Number: n/a
Copy: SINGLE
Draft Date: 10 may 1978
Decaption Date: 01 jan 1960
Decaption Note:
Disposition Action: n/a
Disposition Approved on Date:
Disposition Case Number: n/a
Disposition Comment:
Disposition Date: 01 jan 1960
Disposition Event:
Disposition History: n/a
Disposition Reason:
Disposition Remarks:
Document Number: 1978LIMA04043
Document Source: CORE
Document Unique ID: 00
Drafter: n/a
Enclosure: n/a
Executive Order: N/A
Errors: N/A
Expiration:
Film Number: D780199-0318
Format: TEL
From: LIMA
Handling Restrictions: n/a
Image Path:
ISecure: 1
Legacy Key: link1978/newtext/t19780574/aaaaclea.tel
Line Count: 248
Litigation Code IDs:
Litigation Codes:
Litigation History:
Locator: TEXT ON-LINE, ON MICROFILM
Message ID: 875030a1-c288-dd11-92da-001cc4696bcc
Office: ACTION DOE
Original Classification: UNCLASSIFIED
Original Handling Restrictions: n/a
Original Previous Classification: n/a
Original Previous Handling Restrictions: n/a
Page Count: 5
Previous Channel Indicators: n/a
Previous Classification: n/a
Previous Handling Restrictions: n/a
Reference: n/a
Retention: 0
Review Action: RELEASED, APPROVED
Review Content Flags:
Review Date: 29 mar 2005
Review Event:
Review Exemptions: n/a
Review Media Identifier:
Review Release Date: N/A
Review Release Event: n/a
Review Transfer Date:
Review Withdrawn Fields: n/a
SAS ID: 2737705
Secure: OPEN
Status: NATIVE
Subject: TERMS OF LEASE CONTRACT ON DOE OFFICE
TAGS: ENRG, ABLD, PE
To: STATE
Type: TE
vdkgvwkey: odbc://SAS/SAS.dbo.SAS_Docs/875030a1-c288-dd11-92da-001cc4696bcc
Review Markings:
Sheryl P. Walter
Declassified/Released
US Department of State
EO Systematic Review
20 Mar 2014
Markings: Sheryl P. Walter Declassified/Released US Department of State EO Systematic Review 20 Mar 2014